

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Lincoln Benefit Life Company</td><td></td><td>06/01/2006</td><td>COMPANY: NEBRASKA</td></tr><tr><td>Allstate Life Insurance Company</td><td></td><td>06/01/2006</td><td>COMPANY: ILLINOIS</td></tr><tr><td>Allstate Insurance Company</td><td></td><td>06/01/2006</td><td>COMPANY: ILLINOIS</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Lincoln Benefit Life Company		06/01/2006	COMPANY: NEBRASKA	Allstate Life Insurance Company		06/01/2006	COMPANY: ILLINOIS	Allstate Insurance Company		06/01/2006	COMPANY: ILLINOIS	
Name	Formerly	Execution Date	Entity Type														
Lincoln Benefit Life Company		06/01/2006	COMPANY: NEBRASKA														
Allstate Life Insurance Company		06/01/2006	COMPANY: ILLINOIS														
Allstate Insurance Company		06/01/2006	COMPANY: ILLINOIS														
RECEIVING PARTY DATA																	
Name:	The Prudential Insurance Company of America																
Street Address:	751 Broad Street																
City:	Newark																
State/Country:	NEW JERSEY																
Postal Code:	07102																
Entity Type:	CORPORATION: NEW JERSEY																
PROPERTY NUMBERS Total: 3																	
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>3017620</td><td>CONSULTANT SOLUTIONS</td></tr><tr><td>Registration Number:</td><td>2932799</td><td>TRUEBALANCE</td></tr><tr><td>Registration Number:</td><td>2931958</td><td>TRUERETURN</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	3017620	CONSULTANT SOLUTIONS	Registration Number:	2932799	TRUEBALANCE	Registration Number:	2931958	TRUERETURN					
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Registration Number:	3017620	CONSULTANT SOLUTIONS															
Registration Number:	2932799	TRUEBALANCE															
Registration Number:	2931958	TRUERETURN															
CORRESPONDENCE DATA																	
Fax Number: (973)367-7121 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone: 9733677120																	
Email: maribel.figueroa@prudential.com																	
Correspondent Name: Maribel Figueroa																	
Address Line 1: 751 Broad Street																	
Address Line 2: 21st Floor																	
Address Line 4: Newark, NEW JERSEY 07102																	
NAME OF SUBMITTER:	Maribel Figueroa																

CH \$90.00 3017620

900050812

TRADEMARK
REEL: 003324 FRAME: 0634

Signature:	/Maribel Figueredo/
Date:	06/09/2006
Total Attachments: 5 source=AllstateTM Assignment#page1.tif source=AllstateTM Assignment#page2.tif source=AllstateTM Assignment#page3.tif source=AllstateTM Assignment#page4.tif source=AllstateTM Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") dated as of this 1st day of June, 2006 by Allstate Life Insurance Company, an Illinois domiciled stock life insurance company ("ALIC"), Lincoln Benefit Life Company, a Nebraska domiciled stock life insurance company and Allstate Insurance Company, an Illinois domiciled stock insurance company (each an "Assignor"), is to and in favor of The Prudential Insurance Company of America, a New Jersey domiciled stock life insurance company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Master Transaction Agreement, dated as of March 8, 2006 (the "Master Transaction Agreement"), by and among ALIC, Allstate Life Insurance Company of New York, a New York domiciled stock life insurance company, Assignee, The Allstate Corporation, a Delaware corporation (solely with respect to certain provisions thereof) and Prudential Financial, Inc., a New Jersey corporation (solely with respect to certain provisions thereof).

W I T N E S S E T H:

WHEREAS, Assignors own valid right, title and interest in the respective trademarks and service marks, and trademark and service mark registrations and applications for registration as identified on Schedule A, and all goodwill associated therewith and symbolized thereby (collectively, the "Assigned Trademarks");

WHEREAS, pursuant to the Master Transaction Agreement, the Assigned Trademarks are to be transferred to Assignee;

WHEREAS, Assignors desire to sell, assign and transfer, and Assignee desires to receive, the Assigned Trademarks, pursuant to the Master Transaction Agreement.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Master Transaction Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Trademark Rights. Pursuant to the Master Transaction Agreement, the Bill of Sale and this Assignment, each Assignor hereby sells, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the Assigned Trademarks and Assignee hereby accepts such sale, assignment and transfer. Assignors and Assignee request the Commissioner of Patents and Trademarks and any other applicable Governmental Entity to record Assignee as the assignee and owner of the Assigned Trademarks, to the extent that such recordation is appropriate.

2. Further Assurances. Assignors shall not enter into any agreement that conflicts with this Assignment. Assignors shall execute and deliver any and all documents, and take such further reasonable acts at Assignee's expense, in addition to

those expressly provided for herein, that may be necessary or appropriate to effectuate the provisions of this Assignment.

3. Governing Law; Jurisdiction; Venue; Service of Process.

(a) THIS ASSIGNMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS THEREOF TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the New York Courts in any action or proceeding arising out of or relating to this Assignment or the activities or the transactions contemplated hereby or for recognition or enforcement of any judgment relating hereto. The parties shall take such actions as are within their control to cause any matter contemplated hereby to be assigned to the Commercial Division of the Supreme Court. Each party agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection or defense which it may now or hereafter have that it is not subject to the jurisdiction of the New York Courts or to the laying of venue of any suit, action or proceeding arising out of or relating to this Assignment or the activities or the transactions contemplated hereby in any New York Court. Each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such New York Court.

(d) Each party irrevocably consents to service of process in the manner provided for notices in Section 12.03 of the Master Transaction Agreement. Nothing in this Assignment will affect the right of any party to the Master Transaction Agreement to serve process in any other manner permitted by Applicable Law.

4. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[The next page is the signature page]

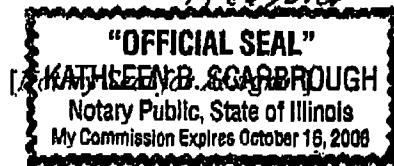
IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties by their duly authorized officers on the date first written above.

ALLSTATE LIFE INSURANCE COMPANY

PRUDENTIAL INSURANCE COMPANY OF
AMERICA

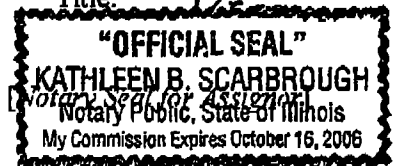
By: [Signature]
Name: STEVEN C. VERNEY
Title: Treasurer

By: _____
Name: _____
Title: _____



Kathleen B. Scarbrough 5/30/06
LINCOLN BENEFIT LIFE COMPANY

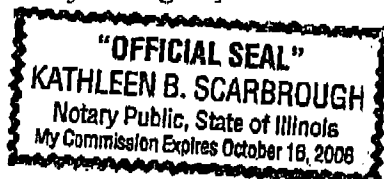
By: [Signature]
Name: STEVEN C. VERNEY
Title: Treasurer



Kathleen B. Scarbrough 5/30/06
ALLSTATE INSURANCE COMPANY

By: [Signature]
Name: STEVEN C. VERNEY
Title: Treasurer

Kathleen B. Scarbrough 5/30/06
[Notary Seal for Assignor]



Trademark Assignment

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties by their duly authorized officers on the date first written above.

ALLSTATE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

[Notary Seal for Assignor]

PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: *John Carr*
Name:
Title:

LINCOLN BENEFIT LIFE COMPANY

By: _____
Name:
Title:

[Notary Seal for Assignor]

ALLSTATE INSURANCE COMPANY

By: _____
Name:
Title:

[Notary Seal for Assignor]

Trademark Assignment

TRADEMARK
REEL: 003324 FRAME: 0639

Schedule A: Assigned Trademarks and Service Marks

1. Registrations and Applications

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Jurisdiction
Consultant Solutions	Lincoln Benefit Life Company	3017620 (78/458075)	Reg. 11/22/05 (Filed 7/28/04)	United States
TrueBalance	Allstate Insurance Company	2932799 (78/283898)	Reg. 3/5/05 (Filed 8/6/03)	United States
TrueReturn	Allstate Insurance Company	2931958 (78/299061)	Reg. 3/8/05 (Filed 9/11/03)	United States

Unregistered Marks

2. Unregistered Marks

Mark	Owner
SureIncome	Allstate Life Insurance Company